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THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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OCT 23 2020  
SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

The Honorable, Circuit Court Judge

Appeal No. 2020-001095

Joseph Abruzzo,..... Respondent,

v.

Bravo Media Productions LLC; Haymaker  
Media, Inc.; NBCUniversal Media, LLC;  
Comcast Corporation; Craig Conover; Chelsea  
Meissner; and Madison LeCroy,..... Appellants.

**MOTION FOR LEAVE TO EXCEED  
PAGE LIMITATION**

Pursuant to Rule 240, SCACR, Appellants Bravo Media Productions LLC, Haymaker Media, Inc., NBCUniversal Media, LLC, Comcast Corporation, Craig Conover, Chelsea Meissner, and Madison LeCroy hereby move this Court for leave to exceed the fifty (50) page limitation contained in Rule 208(b)(5), SCACR, for their Initial Brief of Appellants. Appellants' Initial Brief exceeds the limit by three (3) pages.

Appellants require the extra three (3) pages for two main reasons. First, the issues pending on appeal are complex, including issues of the enforceability of an arbitration agreement, choice of law provisions and a forum selection clause. Plaintiff's Amended Complaint, which was filed on June 19, 2020, is 49 pages long, containing seventeen separate causes of action separately stated in 223 paragraphs. (Exh. A).

Second, because the Circuit Court issued only Form 4 Orders without setting forth any findings of fact or legal conclusions, (Exh. B), Appellants have had to address every single argument Respondent Josepha Abruzzo raised below. As a result, Appellants require an additional three (3) pages over the limit set forth in Rule 208(b)(5).

**CONCLUSION**

For the reasons set forth herein, Appellants respectfully request that this Court grant them leave to exceed the page limitation in Rule 208(b)(5), SCACR.

October 21, 2020

MCANGUS GOUDELOCK & COURIE, LLC



By: \_\_\_\_\_

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STATE OF SOUTH CAROLINA )  
 )  
 CHARLESTON COUNTY )  
 )  
 JOSEPH ABRUZZO, )  
 )  
 Plaintiff, )  
 )  
 Vs. )  
 )  
 BRAVO MEDIA PRODUCTIONS, LLC, )  
 HAYMAKER MEDIA, INC., NBC )  
 UNIVERSAL MEDIA, LLC, COMCAST )  
 CORPORATION, CRAIG CONOVER, )  
 CHELSEA MEISSNER, AND MADISON )  
 LECROY, )  
 )  
 Defendants )  
 )

COURT OF COMMON PLEAS  
 NINTH JUDICIALCIRCUIT  
 CASE NO. 2020-CP-10-00472  
  
 AMENDED COMPLAINT  
 (JURY TRIAL DEMANDED)

Plaintiff Joseph Abruzzo (“Plaintiff” or “Abruzzo”), complaining of the Defendants, Haymaker Media, Inc., Bravo Media Productions, LLC, NBC Universal Media, LLC, Comcast Corporation (collectively referred to herein as “Corporate Defendants”), Craig Conover (“Conover”), Chelsea Meissner (“Meissner”), and Madison LeCroy (“LeCroy”) (collectively referred to herein as “individual cast members”) states, respectfully alleges and shows unto the Court as follows:

1. Plaintiff Joseph Abruzzo is a resident of the State of Florida.
2. Defendants Haymaker Media, Inc. and Bravo Media Productions, LLC are production companies incorporated in the State of New York responsible for the filming and production of the “reality” television show, Southern Charm, the filming of which is based predominantly in Charleston, South Carolina.
3. Haymaker Media and Bravo Media Productions transact business in the State of South Carolina, contract to supply services in the State of South Carolina, and perform business in

whole or in part in the State of South Carolina through their respective association with Southern Charm. This Court has subject matter jurisdiction, personal jurisdiction over the Defendants pursuant to S.C. Code Ann. § 36-2-803 (2016), and venue is proper in the County of Charleston.

4. Defendant NBC Universal Media, LLC is a limited liability company organized and existing under the laws of Delaware; it owns Defendant Bravo Media Productions and is responsible, in whole or in part, for the filming and production of the “reality” television show, Southern Charm, the filming of which is based predominantly in Charleston, South Carolina.

5. Defendant NBC Universal Media, LLC transacts business in the State of South Carolina, contracts to supply services in the State of South Carolina, and performs business in whole or in part in the State of South Carolina through its respective association with Southern Charm. This Court has subject matter jurisdiction, personal jurisdiction over the Defendants pursuant to S.C. Code Ann. § 36-2-803 (2016), and venue is proper in the County of Charleston.

6. Defendant Comcast Corporation is a corporation organized and existing under the laws of Pennsylvania; it owns Defendant NBC Universal and/or Defendant Bravo Media Productions and is responsible, in whole or in part, for the filming and production of the “reality” television show, Southern Charm, the filming of which is based predominantly in Charleston, South Carolina.

7. Defendant Comcast Corporation transacts business in the State of South Carolina, contract to supply services in the State of South Carolina, and perform business in whole or in part in the State of South Carolina through its respective association with Southern Charm. This Court has subject matter jurisdiction, personal jurisdiction over the Defendants pursuant to S.C. Code Ann. § 36-2-803 (2016), and venue is proper in the County of Charleston.

8. Defendant Craig Conover is a citizen and resident of Charleston County, South Carolina. At all times relevant, Defendant Conover was a cast member of the “reality” television show Southern Charm but was not an employee, agent, or representative of the Corporate Defendants.

9. Defendant Chelsea Meissner is a citizen and resident of Charleston County, South Carolina. At all times relevant, Defendant Meissner was a cast member of the “reality” television show Southern Charm but was not an employee, agent, or representative of the Corporate Defendants.

10. Defendant Madison LeCroy is a citizen and resident of Charleston County, South Carolina. At all times relevant, Defendant LeCroy was a cast member of the “reality” television show Southern Charm but was not an employee, agent, or representative of the Corporate Defendants.

11. The most substantial acts and/or omissions alleged herein occurred in Charleston County, South Carolina. This Court has subject matter jurisdiction, personal jurisdiction over the Defendants and venue is proper in the County of Charleston.

#### **PLAINTIFF’S BACKGROUND**

12. Plaintiff is currently employed as a director of government relations for a major law firm in Florida. Major corporations and individuals pay substantial sums of money for Plaintiff to lobby on their behalf on, for the time being, only federal legislative matters of interest.

13. Plaintiff has a long history of public service and accolades and review of his service and accolades is necessary to give context to the harm caused by the willful, intentional, and malicious conduct of the Defendants described herein.

14. Plaintiff formerly served as a Democratic politician from Florida. He has served in the Florida House of Representatives from the 81<sup>st</sup> district from 2016-2018, representing part of Palm Beach County. Previously, Abruzzo served two terms in the Florida House from 2008-2012, representing District 85, and one term on the Florida Senate from 2012-2016, representing District 25, where he served as the minority whip.

15. Plaintiff moved to Florida in 1999, attended Lynn University where he was elected the university's first junior elected student body president. Upon graduation in 2003 with a B. A. in International Communications and Minor in International Business Representative Abruzzo was awarded the Count and Countess De Hoernle Humanitarian Award. Plaintiff Abruzzo also as a Port Security Specialist in the United States Coast Guard Reserve, serving for a total of eight years, receiving numerous awards and recognitions in honor of his service including the Governor Rick Scott's Veteran Services Medal.

16. Plaintiff was elected to the Florida House of Representatives at the age of 28 in 2008. In the Florida House, Plaintiff Abruzzo served on the Economic Development & Tourism Subcommittee, the Finance and Tax Council, the Economic Affairs Committee, the Federal Affairs Subcommittee, the Business and Consumer Affairs Subcommittee, and the Congressional Redistricting Subcommittee. Plaintiff Abruzzo is a past member of the Insurance, Business and Financial Affairs policy Committee, the Joint Legislative Auditing Committee, the Military and Local Affairs Committee, and the State University and Private Colleges Policy Committee, The Economic Development & Community Affairs Policy Council, the Finance and Tax Council, the Economic Development Policy Committee, the Government Operations Appropriations Committee and was the only freshman legislator that served on the Select Committee on Seminole Indian Compact Review.

17. In Plaintiff Abruzzo's first term in office he passed a freshman record eleven bills through the House of Representatives. Plaintiff Abruzzo also worked as the Public Information Officer and Assistant Administrator for the Office of Criminal Conflict and Civil Regional Counsels fourth district.

18. Plaintiff Abruzzo is also a former member of the city of Boca Raton Education Board where he worked on establishing programs for continuing education for seniors. He is also a former member of the Palm Beach County Consumer Affairs hearing board, where he presided over cases of individuals and businesses that engaged in unfair and deceptive business practices.

19. Additionally, Plaintiff Abruzzo served as a member of numerous charitable causes and civic organizations, including being a founding member of the Martin Luther King, Jr. national memorial, a member of other organizations such as the Florida Alliance for Retired Americans, the National Center for Missing & Exploited Children, the Heroes' Circle U.S. Holocaust Memorial Museum, the National Center for Missing and Exploited Children, the Selfless Love Foundation, Autism Speaks, the Buoniconti Fund and was a founding member of the Washington, D.C. Martin Luther King, Jr. National Memorial.

20. Plaintiff Abruzzo is the recipient of many medals and awards including the 2012 National Association of Social Workers, Legislator of the Year, the 2012 Alzheimer's Community Care Award of Appreciation, the 2012 Progressive Caucus of Florida Middle Class Champion, the 2012 Fix Florida Top Dog Award, the 2011 Voices of Hope Legislator of the Year, the 2011 AIF Florida Maritime Council Legislator of the Year, the 2011 Delray Citizens for Delray Beach Police Award of Appreciation, the 2010 Palm Beach County Medical Society President's Award, the 2010 Florida Alliance for Retired Americans Legislator of the Year, the 2010 Restaurant and Lodging Association Legislative Award, the 2009 Florida Restaurant and Lodging Association Legislative

Award, the 2008 U.S. Coast Guard Good Conduct Medal, the 2007 U.S. Coast Guard Presidential Unit Citation, the 2006 Global War on Terrorism Service Medal, the 2005 National Defense Service Medal, the 2005 U.S.C.G. Combat Veterans Association Physical Fitness Award, and the 2005 U.S.C.G. Port Security "A" School Honor Team, among other awards.<sup>1</sup>

21. Additionally, Plaintiff Abruzzo served as the Board Commissioner of the Health Care District Board of Palm Beach County from 2010-2013, the Chairman of the Palm Beach County Legislative Delegation from 2011-2012, and a Board Member of the Public Service Commission Nominating Council from 2010-2011, the Palm Beach County Consumer Affairs Hearing Board in 2008, as well as the City of Boca Raton, Education Advisory Board from 2002-2003.

22. From 2012 – 2016, Plaintiff Abruzzo was elected and served in the Florida Senate, serving on numerous committees including as vice chair of the Finance and Tax Committee, Community Affairs Committee, and alternating chair of the Joint Legislative Auditing Committee.<sup>2</sup> In 2018, after ten (10) years of service as a state legislator, Plaintiff Abruzzo announced that he would not to run for re-election, despite the fact that he was unopposed and there were no candidates running for his western Palm Beach seat at the time of his announcement. See, e.g. <https://www.sun-sentinel.com/news/florida/fl-reg-joseph-abruzzo-retiring-20180228-story.html?outputType=amp>

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<sup>1</sup> From 2012-2018 Plaintiff Abruzzo accumulated dozens of other awards and honors, including two community streets named after him. In the interest of brevity, Plaintiff Abruzzo has omitted these and other awards and accolades that he has received. A full list can be provided if needed.

<sup>2</sup> In 2016, redistricting eliminated Plaintiff Abruzzo's Senate district. Plaintiff then was elected to the House of Representatives for a third term.

23. During his tenure as state legislator, he passed at least 50 bills into law. Plaintiff Abruzzo brought hundreds of millions of state funds to his district and county over his time in office, securing millions in state funds for the impoverished, primarily African-American communities around the southeast side of Lake Okeechobee, including Belle Glade, South Bay and Pahokee. In Florida's 2017 budget, Abruzzo sponsored more than \$4 million of water and street improvement projects for those towns, the largest of which was a \$1.2 million marina improvement project in Pahokee. In a year in which the State of Florida cut almost \$410 million in local projects, Abruzzo's survived.

24. One of his most significant pieces of legislation includes creating the Silver Alert system for missing adults, a grandparent's bill of rights and the termination of parental rights for rapists. He also pushed for several safety measures, including a successful helmet law for horse riders age 16 and younger — his district includes areas around Wellington's horse country. He was also a primary sponsor of legislation cracking down on pill mills in 2010, when the shady pain management clinics had become a state and national crisis. As a senator in 2016, Abruzzo sponsored the Competitive Workforce Act, which would ban workplace discrimination against LGBT workers.

25. When Plaintiff Abruzzo announced he would not run for re-election, his announcement was met with praise for his service and fondness for his character and reputation. (see <https://thefloridachannel.org/videos/3-1-18-farewell-rep-joseph-abruzzo-d-district-81-bocaton/>).

26. Among the people Abruzzo came into contact and developed business relationships, as well as established an outstanding reputation with, was among others the chairman

and owner of Chesapeake Petroleum and Supply in Gaithersburg, Maryland, the country's largest privately held petroleum company.

27. Plaintiff met the chairman and owner in Wellington, Florida, about two years before he was elected, who educated Plaintiff on the equine issues of the State of Florida. When Plaintiff was elected, one of the first bills he worked on was the Horse Protection Act. It was one of the first laws in the nation making it a felony to abuse, neglect, or abandon an equine. It also said that if a Florida restaurant put horse meat on the menu, it would automatically be shut down. The Act passed unanimously, and it is now the law in the State of Florida.

28. Since that time, Plaintiff Abruzzo worked as the Chesapeake chairman and owner's Washington lobbyist, which paid Abruzzo a monthly fee of \$15,000 per month for lobbying and consulting work on federal legislation and other matters of interest. This agreement was from 2007 until 2019, and would have continued for the foreseeable future, until the agreement was terminated shortly after the airing of the Southern Charm episodes discussing and featuring Plaintiff Abruzzo in which the Defendants' knowingly, falsely and maliciously depicted Plaintiff Abruzzo as a "disgraced" politician, and accused Plaintiff Abruzzo of being abusive, negatively comparing Plaintiff Abruzzo to a former cast member, Thomas Ravenel, who had recently been criminally charged with assault, and implying there were nude photos of Plaintiff Abruzzo in the public domain.

29. Plaintiff Abruzzo's ban on state lobbying ends in November 2020 and he is currently employed as a director of government relations for a major law firm in Florida. Major corporations and individuals pay substantial sums of money for Plaintiff to lobby on their behalf on federal legislative matters of interest. Plaintiff Abruzzo's ability lobby on state issues, which by law requires a two year waiting period after serving in office, expires in November 2020.

However, as a direct and proximate result of the Defendants' intentional wrongdoing, a simple "Google" search for "Joseph Abruzzo" brings up almost nothing related to his years of public service and the various accolades described above, but instead results in links to the Corporate Defendants' websites for false and misleading depictions of Plaintiff Abruzzo, his relationship with Dennis as depicted on Southern Charm, and/or his appearance on Southern Charm.

### **SOUTHERN CHARM**

30. The Corporate Defendants direct, film, air, and/or otherwise produce the television show "Southern Charm."

31. The individual Defendants Conover, Meissner, and LeCroy appeared regularly on Southern Charm but are not employees, agents, or representatives of the Corporate Defendants.

32. Southern Charm is a "reality" television show based in Charleston, South Carolina and has been airing on national and international television, as well as streaming online, since 2014.

33. While Southern Charm is promoted as a "reality" show, it in fact consists of false conflict and scenarios that are fabricated and/or contrived by the Corporate Defendants for the express purpose of creating dramatic and licentious material for television.

34. The dialogue between cast members of Southern Charm is not scripted, but events, interactions between cast members, topics of discussion, confrontations, and activities undertaken by the cast members, including those referenced herein, are directly provoked, encouraged, instigated, and/or orchestrated by the Corporate Defendants with the individual cast members knowledge, agreement, coordination, and cooperation, to elicit drama and conflict commensurate with Southern Charm's storyline as a show that "reveals a world of exclusivity, money and scandal dating back through generations of families in Charleston, S.C." (see e.g.

[www.afterbuzztv.com/southern-charm/](http://www.afterbuzztv.com/southern-charm/)). Alcohol and/or drugs are regularly consumed by the cast members to heighten the likelihood of drama and conflict with the encouragement, toleration, dispensing, and/or condonation of the Corporate Defendants.

35. The original main character at the inception of Southern Charm was Thomas Ravenel. During the filming of Southern Charm, Ravenel met Kathryn Dennis, another Southern Charm cast member and began a romantic relationship that resulted in the birth of two children.

36. A major storyline and ongoing theme in the Southern Charm series from 2014-2018 related to Ravenel and Dennis' relationship and conflict within their relationship, including Dennis losing custody of her children to Ravenel and Dennis undergoing rehabilitation for drug and/or alcohol abuse during the 2016-2018 timeframe. Dennis was often falsely portrayed as the victim of Ravenel's manipulation and/or abuse.

37. In the Summer of 2018, it was announced that Ravenel would not be returning to the cast of Southern Charm for its 6<sup>th</sup> season, scheduled to begin filming in the Fall of 2018.<sup>3</sup> Without Ravenel as a cast member, the need for a new "storyline" for Dennis became apparent.

38. After communicating with one another, Dennis and the Corporate Defendants framed her new role in Southern Charm as a rehabilitated single mother who regains custody of her children, and moves on and out from under Ravenel's abuse and/or manipulation. Upon information and belief, part of Dennis's new storyline was to include a new love interest.

39. In furtherance of this storyline, around the time filming for season 6 of Southern Charm began in the Fall of 2018, Dennis filed a modification of custody action against Ravenel in the Charleston County Family Court, basing her requested relief in large part upon the staged

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<sup>3</sup> Around the same time, Ravenel was criminally charged with allegedly sexually assaulting his former nanny.

scenarios filmed for Southern Charm in an attempt to classify the conduct depicted therein as “real-life” events justifying the Family Court’s intervention.<sup>4</sup>

40. Plaintiff Abruzzo did not know at the time that Dennis initiated the custody suit with the express or implied encouragement, condonation, and/or permission of the Corporate Defendant producers of Southern Charm, for the purpose of providing dramatic material for the next season of Southern Charm.

**PLAINTIFF’S RELATIONSHIP WITH KATHRYN DENNIS  
AND APPEARANCE ON SOUTHERN CHARM**

41. Plaintiff Abruzzo met Kathryn Dennis in the fall of 2018 at a Miami Dolphins football game, shortly before filming for Southern Charm season 6 began. Thereafter, Plaintiff Abruzzo and Dennis began a romantic relationship.

42. Unbeknownst to Abruzzo at the time, but in furtherance of Dennis’s storyline for season 6 and future seasons of Southern Charm, and with the express or implied encouragement, condonation, and/or permission of the Corporate Defendant producers of Southern Charm, Dennis almost immediately began imploring Plaintiff Abruzzo to be on the show, telling Abruzzo that if she were to get married, she believed the Corporate Defendants would pay big money for rights to televise her wedding, honeymoon, an exclusive, and other things of that nature.

43. The Corporate Defendants wanted Abruzzo to go on a guy’s trip, go to a public and crowded restaurant on a dinner date with Dennis, and otherwise suggested group or public outings for Plaintiff Abruzzo’s appearance. Plaintiff Abruzzo declined participation in any such outing or event.

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<sup>4</sup> Plaintiff Abruzzo is informed and believes Dennis lost her custody case and now has less time with her children than she did before filing for a modification of custody, illustrating the fact that the narrative published by the Corporate Defendants on Southern Charm is based upon false and staged scenarios.

44. Ultimately, after repeated requests and persistence from the Corporate Defendants and Dennis, Plaintiff decided he would allow a private dinner at Dennis's residence in downtown Charleston to be filmed by the Corporate Defendants.

45. Plaintiff Abruzzo flew to Charleston at his own expense from Florida to spend time with Dennis and have their private dinner filmed.

46. Upon arriving at Dennis's residence for the private dinner, Plaintiff Abruzzo was ushered into hair and makeup while bright lights were being set up and film crews were preparing to film.

47. After finishing Plaintiff Abruzzo's preparation for filming, declaring that they were set to begin the dinner, and as Plaintiff Abruzzo and Dennis were actually sitting down for dinner, the Corporate Defendants, by and through one or more of their employees, producers, and/or agents represented to Plaintiff Abruzzo that they were ready to begin but could not do so.

48. Plaintiff Abruzzo, with the film crews in place and bright lines shining on him, was then presented a piece of paper with only the signature portion of the page visible. At the time the partial piece of paper was presented, the Corporate Defendants, by and through one or more of their employees, producers, and/or agents falsely represented to Plaintiff Abruzzo that it was merely a formality and simply authorized the Corporate Defendants to film the dinner.

49. Despite interactions with multiple employees, producers, and/or agents of the Corporate Defendants, at no time did anyone state, suggest, or imply to Plaintiff Abruzzo that he would be disparaged, defamed or otherwise portrayed in a negative and/or false light.

50. To the contrary, at the time the piece of paper was presented, as well as after filming while wrapping up, the Corporate Defendants, by and through one or more of their employees,

producers, and/or agents, falsely represented to Plaintiff that he should have “no worries in the world” because Plaintiff was Dennis’s savior and “knight in shining armor.”

51. At the time the partial piece of paper was presented, as well as after filming while wrapping up, the Corporate Defendants, by and through one or more of their agents, falsely represented to Plaintiff Abruzzo that his portrayal on Southern Charm would do great things for him.

52. At the time the partial piece of paper was presented, as well as after filming while wrapping up, the Corporate Defendants, by and through one or more of their employees, producers, and/or agents, further represented that not only would the filming be good for Plaintiff, but that it would also be helpful for Dennis and also for Defendant Conover because his storyline was in jeopardy.

53. Based upon the false representations made by the Corporate Defendants, Plaintiff Abruzzo, who does not watch reality television and had no reason to suspect otherwise, while sitting under blinding spot lights and in the presence of multiple employees, producers, and/or agents of the Corporate Defendants ready to begin filming, signed the partial piece of paper, believing only that doing so would enable the dinner to be filmed and be “a great thing” for his then girlfriend Dennis.

54. Plaintiff Abruzzo was presented only the signature portion of the document, given no time to read it, no time to consult with an attorney regarding its substance, no time verify the accuracy of its contents, no time verify the parties and no explanation of its contents by any of the producers, employees, and/or agents of the Corporate Defendants other than the false representation that it simply authorized filming of their dinner.

55. Nothing eventful or dramatic occurred during the dinner, and there was no conflict between Plaintiff Abruzzo and Dennis.

56. Plaintiff Abruzzo had no further contact with the Corporate Defendants and no knowledge of, or input on, the storylines, marketing, advertising or portrayals depicted on season 6 of Southern Charm.

57. Southern Charm season 6 first aired during the summer of 2019. In the promotional material released leading up to the season 6 premier, Dennis's storyline regarding Ravenel and her custody suit described previously herein was confirmed. Shortly thereafter, Dennis's storyline involving Plaintiff Abruzzo would be revealed.

58. In episode three (Exhibit A – filed separately), Defendant Conover, acting individually and as a co-conspirator with the Corporate Defendants, when asked by Defendant Meissner about Plaintiff Abruzzo, says “Well, he’s a disgraced politician in Florida” and “He’s not running for re-election because of his divorce. His wife is accusing him of being physically abusive.” These statements are false, and Defendant Conover and the Corporate Defendants knew they were false at the time they were made and when they were published on national television. (See, e.g. <https://www.sun-sentinel.com/news/florida/fl-reg-joseph-abruzzo-retiring-20180228-story.html?outputType=amp>). These false statements were made knowingly and with the intent of disparaging Plaintiff Abruzzo and/or to otherwise negatively portray him in a false light in order to further the individual and collective storylines involved in Southern Charm.

59. Defendant Meissner, acting individually and as a co-conspirator with the Corporate Defendants, was prompted and/or encouraged by producers, employees, and/or agents of the Corporate Defendants, and Defendant Meissner individually agreed to inquire about Plaintiff Abruzzo with Defendant Conover for the purpose of enabling Defendant Conover to disparage,

defame, and otherwise negatively portray him in a false light in order to create and further the storylines involved in Southern Charm.

60. In episode six (Exhibit B - filed separately), entitled "A Salt and Battery", Plaintiff Abruzzo's dinner date with Kathryn Dennis aired.<sup>5</sup>

61. Plaintiff Abruzzo's dinner date with Kathryn Dennis is depicted as follows:

(Kathryn Dennis sets out Grandmother's silver & china prepping for Plaintiff Abruzzo coming over for dinner. She orders delivery.)

(Plaintiff Abruzzo arrives with flowers.)

Dennis: "Aren't you sweet."

Abruzzo: "You look – you look great."

Dennis: "You look great."

Abruzzo: "No, you look great."

Dennis: "I'm glad you're here."

(hugs & kisses)

Dennis: "Good to see you."

Abruzzo: "Good to see you, too."

(Dennis tries to cut flowers. Plaintiff Abruzzo steps in and assists.)

Dennis: "Thank you for helping – I'm not used to that in life."

Dennis: "When I first saw Joe, I was not attracted to him. Um...no. And it wasn't until he started to talk to me that day that I felt a sense of, like, us, being on somewhat of the same wave length."

(Plaintiff Abruzzo helps her carry food outside and pulls out her chair. She seems very surprised. He compliments her on the meal and they continue small talk.)

Dennis: "I'm not like most chicks from Charleston. I don't know how many you've dated

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<sup>5</sup> Plaintiff Abruzzo is informed and believes the title of this episode which depicts Plaintiff's dinner date with Dennis is a reference to former cast member Thomas Ravenel's criminal assault charges.

around these parts.”

Abruzzo: “You would be my first.”

Dennis: “Well, lucky you.”

Abruzzo: “I think so, obviously.”

(Continue more small talk....Plaintiff Abruzzo compliments the outdoor setting.)

Abruzzo: “I haven’t spent much time in the deep south.”

Dennis: “God, I love it though. It’s the best thing about you.”

(Kissing.)

62. As previously alleged, nothing eventful or dramatic occurred during the dinner, and there was no conflict between Plaintiff Abruzzo and Dennis, nor did any of the Defendants state, suggest, or imply that he would be portrayed in a negative and/or false light.

63. Nevertheless, in the following episode seven (Exhibit C – filed separately), entitled “Dick Moves and Dick Pics”, The Corporate Defendants, Defendant LeCroy, Defendant Meissner, and others knowingly and falsely state and/or imply there were nude photos of Plaintiff Abruzzo in the public domain as follows:

(cast member Patricia Altschul is having a house party)

Altschul: “I had heard she (Kathryn) had a boyfriend.”

Olindo: “Politician. Senator from Florida.”

Altschul: “No, not a politician. Oh no. Oh dear.”

Olindo: “I mean, I’m just going to go ahead and say it. I googled him and some, like, wild things came up like almost naked photos of him on the internet.”

Altschul: “Let me get my big iPad in here.”

Eubanks: “Does she know all this stuff?”

Olindo: “She must. Ya’ll Google it, it’s crazy.”

Defendant LeCroy (looking at her phone): “Oh. His penis looks like a Ken Doll. Like, it’s just a bulge.”

(a photo of Plaintiff Abruzzo is shown on screen with the image blurred at the bottom of his torso)

Defendant LeCroy: “Look at that, it’s like a ‘mangina.’”

(The girls take turns looking at the photos.)

Defendant Meissner: “She’s (Kathryn Dennis) gonna walk in and Pat’s (Altschul) gonna be looking at a picture of her boyfriend’s pecker.”

Eubanks: “She would not be happy.”

(Kathryn Dennis arrives.)

64. Plaintiff Abruzzo provided the Corporate Defendants no photographs, videos, or depictions of his name, likeness, or voice at any time, nor did he authorize them to utilize any such thing other than the private dinner described previously.

65. Moreover, the images depicted of Plaintiff Abruzzo by the Corporate Defendants during the television broadcast require no blurring. His penis cannot be seen, nor could it be described. Kathryn Dennis could not have possibly walked in with anybody “looking at a picture of her boyfriend’s pecker.” These statements are false, and Defendants LeCroy, Meissner, and the Corporate Defendants knew they were false at the time they were made and when they were aired on national television. These statements were made knowingly and with the intent of disparaging Plaintiff Abruzzo and/or to otherwise portray him in a false light to create false drama and in furtherance of the storylines involved in Southern Charm.

66. The statements and conduct by the Defendants otherwise are false, and Defendants LeCroy, Meissner, and the Corporate Defendants knew they were false at the time they were made and at the time they were published on national television. These false statements were made

knowingly, with actual malice, and with the intent of disparaging Plaintiff Abruzzo and/or to otherwise portray him in a false light in furtherance of the storylines involved in Southern Charm.

67. The entire conversation amongst Altschul, Olindo, Baird, Defendant LeCroy and Defendant Meissner was prompted and/or encouraged by producers, employees, and/or agents of the Corporate Defendants, and Defendants Meissner and LeCroy individually and as co-conspirators with the Corporate Defendants agreed to falsely state, depict, or imply they were viewing a photo in which they could see Plaintiff Abruzzo's penis or "pecker." Such photos do not exist, nor are they in the public domain or viewable simply by a Google search.

68. The intentional and malicious blurring of the bottom of the photos by the Corporate Defendants falsely suggests that Plaintiff Abruzzo's genitals were viewable in the original photos and therefore had to be blurred to be suitable for television. Moreover, the promotional materials, previews leading up to the episode, and even the title "Dick Moves and Dick Pics" episode was created by the Corporate Defendants and/or designed to explicitly and falsely state or strongly imply that photos of Plaintiff Abruzzo's genitals exist, were viewed by the individual Defendants and/or Corporate Defendants.

69. Such photos do not exist and, therefore, cannot be viewed at all, much less by the individual Defendants during the concocted scene published by the Corporate Defendants. The statements otherwise are false, known to be false, and were published by the Defendants knowingly, willfully, and with actual malice and intent to defame, disparage, or otherwise harm the Plaintiff.

70. After going on only a handful of dates, Plaintiff Abruzzo ended his relationship with Dennis in early 2019 prior to season 6 of Southern Charm airing on television.

71. The Corporate Defendants would later falsely claim that Dennis ended the relationship with Plaintiff Abruzzo as a result of the concern expressed by other cast members about Plaintiff Abruzzo as depicted on the Southern Charm show.<sup>6</sup> This claim is also false and illustrative of the Corporate Defendants pattern and practice of depicting false narratives as “reality.”

72. This false claim was designed and intended to give credence to the false claims of “concern” from other cast members, including the individual Defendants Conover, Meissner, and LeCroy, which falsely portrayed Plaintiff Abruzzo as an unsafe, corrupt, abusive and/or otherwise unsavory individual in order to protect Dennis’s storyline and reputation at Plaintiff’s expense.

73. Only a small portion of Southern Charm season 6 show actually featured Plaintiff Abruzzo’s dinner with Dennis. None of the depictions or discussions of Plaintiff Abruzzo portrayed him as the Corporate Defendants represented to Plaintiff. Instead, almost the entirety of reference to Abruzzo in the show was negative, false, designed to impugn Abruzzo’s character, and/or portrayed Abruzzo in a false light.

74. Plaintiff Abruzzo did not and would not consent or otherwise knowingly, willfully, or voluntarily agree to the Defendants’ false, misleading, deceptive, and fraudulent portrayal of him in what was a concerted and coordinated effort by the Defendants simply to create dramatic material for consumption by the viewers of the “reality” show Southern Charm in the United States and worldwide. Furthermore, Plaintiff Abruzzo was not involved with any other filming and was

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<sup>6</sup> See <https://www.bravotv.com/the-daily-dish/why-kathryn-dennis-joseph-abruzzo-politician-boyfriend-broke-up> ); <https://realityblurb.com/2019/06/12/southern-charm-kathryn-dennis-reveals-why-she-broke-up-senator-joseph-abruzzo-plus-how-she-ended-their-relationship/>

unaware of any of the statements referenced herein nor was he involved in any way with the editing or creation of the footage described herein.

75. Plaintiff Abruzzo is informed and believes that the Corporate Defendants have unaired footage which reveals the encouragement and/or prompting by the Corporate Defendants to the cast members named herein, along with the agreement and coordination among all Defendants, to discuss, defame and otherwise disparage Plaintiff Abruzzo for the purpose of providing false, scandalous, and/or licentious material for consumption by the public.

76. As a direct and proximate result of the Defendants' conduct described herein, Plaintiff Abruzzo's reputation has been destroyed, his actual and potential earnings severely diminished, lucrative contracts have been ended, future earnings have been diminished, and has otherwise suffered legally compensable damages.

**FOR A FIRST CAUSE OF ACTION**  
**OUTRAGE/INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**  
**(Individual Defendants and Corporate Defendants)**

77. The allegations of the foregoing paragraphs are incorporated into this cause of action as if fully stated herein.

78. The Defendants, through their words, acts, and/or willful omissions intentionally inflicted severe emotional distress on Plaintiff or were certain or substantially certain that such distress would result from their conduct. Defendants' conduct as alleged above was so extreme and outrageous as to exceed all possible bounds of decency and must be regarded as atrocious and utterly intolerable in a civilized community. The actions of the Defendants caused Plaintiff emotional distress and the emotional distress suffered was severe such that no reasonable person could be expected to endure it and it had physical manifestations of pain, loss of sleep, nervousness, stress, anxiety, damage to reputation, and other manifestations.

79. As a direct and proximate result of the outrageous conduct of the Defendants, Plaintiff has been injured and suffered damages. Plaintiff is entitled to a judgment against the Defendants for actual, general, compensatory, incidental, and/or consequential damages, and punitive damages in a sufficient amount to deter such similar conduct by these Defendants or others; all of which to be determined by a jury.

**FOR A SECOND CAUSE OF ACTION**  
**FRAUD**  
**(Corporate Defendants)**

80. The allegations of the foregoing paragraphs are incorporated into this cause of action as if fully stated herein.

81. The representations to Plaintiff Abruzzo made by the Corporate Defendants immediately prior to the filming as well as after filming while wrapping up, were false and material.

82. The Corporate Defendants knew of the falsity of the statements or acted with reckless disregard of their truth or falsity.

83. The Corporate Defendants intended for Plaintiff Abruzzo to act upon these representations.

84. Plaintiff Abruzzo was ignorant of the falsity of the representations, relied on the truth of the representations, and had the right to so rely.

85. As a direct and proximate result of the fraudulent conduct of the Corporate Defendants, Plaintiff has been injured and suffered damages. Plaintiff is entitled to a judgment against the Defendants for actual, general, compensatory, incidental, and/or consequential damages, and punitive damages in a sufficient amount to deter such similar conduct by these Defendants or others; all of which to be determined by a jury.

**FOR A THIRD CAUSE OF ACTION**  
**CONSTRUCTIVE FRAUD**  
**(Corporate Defendants)**

86. The allegations of the foregoing paragraphs are incorporated into this cause of action as if fully stated herein.

87. The representations to Plaintiff Abruzzo made by the Corporate Defendants immediately prior to the filming as well as after filming while wrapping up, were false and material.

88. The Corporate Defendants knew of the falsity of the statements or acted with reckless disregard of its truth or falsity.

89. The Corporate Defendants intended for Plaintiff Abruzzo to act upon these representations.

90. Plaintiff Abruzzo was ignorant of the falsity of the representations, relied on the truth of the representations, and had the right to so rely.

91. As a direct and proximate result of the fraudulent conduct of the Corporate Defendants, Plaintiff has been injured and suffered damages. Plaintiff is entitled to a judgment against the Defendants for actual, general, compensatory, incidental, and/or consequential damages, and punitive damages in a sufficient amount to deter such similar conduct by these Defendants or others; all of which to be determined by a jury.

**FOR A FOURTH CAUSE OF ACTION**  
**NEGLIGENT MISREPRESENTATION**  
**(Corporate Defendants)**

92. The allegations of the foregoing paragraphs are incorporated into this cause of action as if fully stated herein.

93. The representations to Plaintiff Abruzzo made by the Corporate Defendants immediately prior to the filming as well as after filming while wrapping up, were false and material.

94. The Corporate Defendants had a pecuniary interest in making the false statements.

95. The Corporate Defendants owed a duty of care to see that they communicated truthful information to the Plaintiff.

96. The Corporate Defendants breached their duties of care by failing to exercise due care.

97. Plaintiff Abruzzo justifiably relied on the Defendants representations.

98. As a direct and proximate result of his reliance on the Corporate Defendants' misrepresentations, Plaintiff has been injured and suffered pecuniary damages. Plaintiff is entitled to a judgment against the Defendants for actual, general, compensatory, incidental, and/or consequential damages, and punitive damages in a sufficient amount to deter such similar conduct by these Defendants or others; all of which to be determined by a jury.

**FOR A FIFTH CAUSE OF ACTION**  
**FRAUDULENT INDUCEMENT**  
**(Corporate Defendants)**

99. The allegations of the foregoing paragraphs are incorporated into this cause of action as if fully stated herein.

100. The representations to Plaintiff Abruzzo made by the Corporate Defendants immediately prior to the filming as well as when the partial piece of paper was presented for signing and after filming while wrapping up, were false and material.

101. The Corporate Defendants knew of the falsity of the statements or acted with reckless disregard of its truth or falsity.

102. The Corporate Defendants intended for Plaintiff Abruzzo to act upon these representations.

103. Plaintiff Abruzzo was ignorant of the falsity of the representations, relied on the truth of the representations, and had the right to so rely.

104. As a direct and proximate result of the fraudulent conduct of the Corporate Defendants, Plaintiff has been injured and suffered damages. Plaintiff is entitled to a judgment against the Defendants for actual, general, compensatory, incidental, and/or consequential damages, and punitive damages in a sufficient amount to deter such similar conduct by these Defendants or others; all of which to be determined by a jury.

**FOR A SIXTH CAUSE OF ACTION**  
**CIVIL CONSPIRACY**  
**(Individual Defendants and Corporate Defendants)**

105. The allegations of the foregoing paragraphs are incorporated into this cause of action as if fully stated herein.

106. The Corporate Defendants and individual cast members named herein constitute a combination of two or more people.

107. The very nature of the acts done, the relationship of the parties, the interests of these Defendants, and other circumstances can reasonably be inferred to be the joint assent of the minds of the Defendants for the primary purpose of injuring Plaintiff Abruzzo.

108. The statements described herein, along with the public dissemination and broadcast of the Southern Charm episodes which discuss, describe, ad/or depict Plaintiff Abruzzo constitute overt acts done pursuant to, and in furtherance of, the conspiracy.

109. As a direct and proximate result of the Defendants' conspiracy and conduct in forming and perpetrating the conspiracy, Plaintiff Abruzzo has been injured and suffered damages.

Plaintiff is entitled to judgment against the individual and Corporate Defendants, jointly and severally, for actual, general, compensatory, incidental, and/or consequential damages, punitive damages, and special damages in the form of attorney's fees, litigation costs, and other special damages; all of which to be determined by a jury.

**FOR A SEVENTH CAUSE OF ACTION**  
**DEFAMATION**  
**(Individual Defendants and Corporate Defendants)**

110. The allegations of the foregoing paragraphs are incorporated into this cause of action as if fully stated herein.

111. The statements made by the Corporate Defendants and individual cast members herein were published, non-privileged, false and defamatory per se as the statements allege criminal activity, moral turpitude, and/or unfitness for one's profession of the Plaintiff.

112. The individual and Corporate Defendants are at fault for the statements described herein. These false statements tended to impeach the honesty, integrity, virtue or reputation of the Plaintiff and were publications of natural or alleged defects of the Plaintiff which thereby exposed him to public hatred, contempt, ridicule, caused her to be shunned or avoided, and/or otherwise injured him in her office, business, or occupation.

113. The statements described herein were known to be false and were nevertheless published with actual malice.

114. The individual and Corporate Defendants' representations and statements falsely impute to Plaintiff Abruzzo a matter, practice or course of conduct incompatible with his business, trade or profession as a legitimate and successful lobbyist and former politician. He is not a participant in deviant activities such as assault nor has he participated, offered or agreed to be portrayed in a bad light or employed or contracted by the Defendants to appear or otherwise serve

as a paid participant in the activities portrayed in Southern Charm for which his image, likeness and/or identity was used.

115. These false statements by implication constitute defamation *per se*.

116. Such false and *per se* defamatory representations and statements by implication were published to innumerable people or viewers.

117. The individual and Corporate Defendants knew their conduct described herein was wrongful.

118. The individual and Corporate Defendants intended to deprive Plaintiff Abruzzo of a property interest or, at a minimum, evinced a conscious disregard for the fact that Plaintiff Abruzzo did not consent to Defendants' use, alteration or publication of his name, likeness, reputation, or identity to promote, advertise, market or endorse Defendants' show or companies.

119. The individual and Corporate Defendants acted with actual or constructive knowledge of the high probability that injury or damage would result to Plaintiff Abruzzo or, at a minimum, were so reckless or wanton in care that their conduct constituted a conscious disregard of, or indifference to, Plaintiff Abruzzo's rights.

120. As a direct and proximate result of the individual and Corporate Defendants defamatory statements, Plaintiff has damaged. Plaintiff has suffered damage to his reputation, lost income and/or earnings, been embarrassed, humiliated, and endured mental suffering as a result of the Defendants' conduct. Moreover, Plaintiff has suffered physical bodily injuries in the form of nausea, headaches, other physical injuries, special damages in the form of attorney's fees and litigation expenses incurred in having to assert his rights and defend his reputation, and substantial economic damage as a direct and proximate result of the defamatory statements. Plaintiff is

entitled to judgment against the individual and Defendants, jointly and severally, for all general and special damages as well as punitive damages in an amount sufficient to deter similar conduct.

**FOR AN EIGHTH CAUSE OF ACTION**  
**VIOLATION OF THE SOUTH CAROLINA UNFAIR TRADE PRACTICES ACT**  
**(Corporate Defendants)**

121. The allegations of the foregoing paragraphs are incorporated into this cause of action as if fully stated herein.

122. The South Carolina Unfair Trade Practices Act declares unfair or deceptive acts or practices in the conduct of trade or commerce to be unlawful.

123. The Corporate Defendants are engaged in trade or commerce within the meaning of the Act.

124. The conduct described herein by the Corporate Defendants is offensive to public policy and/or is immoral, unethical, or oppressive. The Corporate Defendants' representations to those appearing on Southern Charm who are not regular cast members, including the Plaintiff herein, along with the portrayal by the Corporate Defendants of all persons, scenarios, conflicts, and storylines of persons appearing on Southern Charm as "reality" or as somehow based in actual fact are intended to deceive and in fact have the tendency to deceive.

125. The deceptive, false, and fraudulent acts and/or practices of the Corporate Defendants have occurred with the Plaintiff and with other individuals who have appeared on Southern Charm, thus making it likely the Corporate Defendants' actions will continue absent some deterrence. As a result, the false and misleading representations to those appearing on Southern Charm, including the Plaintiff, as well as the false and misleading representations to others about those appearing on Southern Charm and the portrayal by the Corporate Defendants of all persons, scenarios, conflicts, and storylines of persons appearing on Southern Charm,

including the Plaintiff, as “reality” or somehow based upon some actual fact about those individuals and/or Charleston and its residents, negatively affect the public interest.

126. Further, the Corporate Defendants’ policies and procedures to lie to, and about, anybody who appears on Southern Charm in its efforts to televise a “reality” show, create a potential for repetition of the unfair and deceptive acts.

127. As a direct and proximate result of the Corporate Defendants unfair trade practices, Plaintiff has suffered actual loss, injury, and/or damages. Plaintiff is entitled to judgment against the Corporate Defendants for actual, compensatory, general, incidental, and/or consequential damages, punitive damages, attorney’s fees, and three times the actual damages sustained and such other relief as the court deems necessary and proper pursuant to SC Code 39-5-140.

**FOR A NINTH CAUSE OF ACTION**  
**NEGLIGENCE**  
**(Individual and Corporate Defendants)**

128. Plaintiff Abruzzo hereby incorporates by reference each and every allegation set forth in paragraphs above as if fully alleged herein.

129. Under the circumstances stated herein, the individual and Corporate Defendants owed a duty of care towards Plaintiff Abruzzo.

130. Among other things, that duty included the obligation to deal with Plaintiff Abruzzo and his image in a commercially reasonable and prudent manner, to not use or alter Plaintiff Abruzzo’s image, appearance, portrait in derogation of his rights, to refrain from making false and defamatory assertions of fact about Plaintiff Abruzzo, and to otherwise refrain from causing harm to Plaintiff Abruzzo.

131. The individual and Corporate Defendants breached those duties by using and/or altering Plaintiff Abruzzo’s name, likeness, image, appearance, and/or portrait without Plaintiff

Abruzzo's authorization, permission or consent and/or by making false and defamatory statements about Plaintiff.

132. The individual and Corporate Defendants' conduct and breach as described above directly and proximately caused injury to Plaintiff Abruzzo's person, reputation, brand, goodwill and livelihood for which he has suffered damages.

133. As a direct and proximate result of the individual and Corporate Defendants conduct, Plaintiff Abruzzo has been damaged. Plaintiff is entitled to a judgment granting actual, compensatory, incidental and/or consequential damages against the individual and Corporate Defendants, jointly and severally, in an amount to be determined at trial by a jury, lost profits, disgorgement of profits earned directly or indirectly by individual and/or Defendants' unlawful use, punitive damages against the individual and Corporate Defendants, attorneys' fees and costs, prejudgment and post-judgment interest, and preliminary and permanent injunctive relief enjoining all Defendants from engaging in further unauthorized use of Plaintiff's name, likeness, image, portrait and/or appearance and such further relief that is just and proper.

**FOR A TENTH CAUSE OF ACTION**  
**QUANTUM MERUIT/UNJUST ENRICHMENT**  
**(Individual and Corporate Defendants)**

134. Plaintiff Abruzzo hereby incorporates by reference each and every allegation set forth in above as if fully alleged herein.

135. Plaintiff Abruzzo has conferred a benefit upon the individual and Corporate Defendants and by virtue of their usage and self-serving alteration of his name, likeness, image, portrait and/or appearance and the false and defamatory statements about, and portrayal of, Plaintiff.

136. Corporate Defendants and individual Defendants were aware that Plaintiff Abruzzo's name, likeness, image, portrait and/or appearance was valuable.

137. Corporate Defendants and individual Defendants were aware of the resulting benefit from usage of Plaintiff Abruzzo's name, likeness, image, portrait and/or appearance.

138. Corporate Defendants and individual Defendants have retained money, profits and other benefits conferred upon them by using Plaintiff Abruzzo's name, likeness, image, portrait and/or appearance as well as the false and defamatory statements about, and portrayal of, Plaintiff to promote and advertise Corporate Defendants' and individual Defendants show, companies, brands, or themselves personally.

139. It would be inequitable for any of the individual or Corporate Defendants to retain the benefits conferred upon them by using Plaintiff Abruzzo's name, likeness, image, portrait and/or appearance as well as the false and defamatory statements about, and portrayal of, Plaintiff without paying fair value to Plaintiff Abruzzo.

140. As a direct and proximate result of the individual Defendants and Corporate Defendants conduct, Plaintiff Abruzzo has been damaged. Plaintiff is entitled to a judgment granting actual, general, compensatory, incidental, and/or consequential damages including lost profits and income, in an amount to be determined at trial by a jury; disgorgement by the individual and Corporate Defendants of money and/or profits earned directly or indirectly by the unlawful use of Plaintiff's name, likeness, image, portrait and/or appearance; punitive damages, attorneys' fees and costs, prejudgment and post-judgment interest, and preliminary and permanent injunctive relief enjoining the individual and Corporate Defendants from engaging in further unauthorized use of the name, likeness, image, portrait, and/or appearance by the Plaintiff, and/or such further relief that is just and proper.

**FOR AN ELEVENTH CAUSE OF ACTION**  
**WRONGFUL APPROPRIATION OF PERSONALITY/INFRINGEMENT ON THE**  
**RIGHT OF PUBLICITY**  
**(Individual and Corporate Defendants)**

141. Plaintiff Abruzzo hereby incorporates by reference each and every allegation set forth above as if fully alleged herein.

142. The right of publicity is the inherent right of every human being to control the commercial use of his identity.

143. Plaintiff's right of publicity is a recognized property right that entitles him to the right to control the commercial use, to be free from unwarranted and/or unconsented use of his identity, and to be compensated monetarily for such commercial use.

144. The conduct alleged herein involves the intentional, unconsented use of the Plaintiff's name, likeness, and/or identity by the individual and Corporate Defendants for their own benefit which violates the Plaintiff's exclusive right to publicize and profit from his name, likeness, and/or other aspects of his personal identity.

145. As a direct and proximate result of the individual and Corporate Defendants conduct, Plaintiff Abruzzo has been damaged. The individual and Corporate Defendants wrongful appropriation of Plaintiff's personality/infringement on Plaintiff's right of publicity carries with it a presumption of damages. Plaintiff is entitled to a judgment granting actual, compensatory, incidental, and/or consequential damages, lost profits, disgorgement of profits earned directly or indirectly by Defendants' unlawful conduct, punitive damages, attorneys' fees and costs, prejudgment and post-judgment interest, and preliminary and permanent injunctive relief enjoining further unlawful use or publicization of the name, likeness, image, portrait, and/or appearance by the Plaintiff, and/or such further relief that is just and proper against the individual and Corporate Defendants, jointly and severally, in an amount to be determined at trial by a jury.

**FOR A TWELFTH CAUSE OF ACTION**  
**WRONGFUL PUBLICIZING OF PRIVATE AFFAIRS**  
**(Individual and Corporate Defendants)**

146. Plaintiff Abruzzo hereby incorporates by reference each and every allegation set forth above as if fully alleged herein.

147. The “facts” publicized about the Plaintiff by the individual and Corporate Defendants described herein, to the extent any factual assertion published by the Defendants about the Plaintiff is even remotely true, which Plaintiff denies, constitutes an intentional disclosure of facts in which there is no legitimate public interest.

148. The disclosures and characterizations of the Plaintiff by the individual and Corporate Defendants described herein are such that would be, and are, highly offensive to a person of reasonable sensibilities, including the Plaintiff, which has caused serious injury.

149. The disclosures and characterizations of the Plaintiff by the individual and Corporate Defendants described herein were procured by fraudulent representations, misrepresentations, falsehoods, and other conduct that was willful, intentional, malicious, and designed to harm Plaintiff.

150. As a direct and proximate result of the individual Defendants and Corporate Defendants conduct, Plaintiff Abruzzo has been damaged. Plaintiff is entitled to a judgment granting actual, general, compensatory, incidental, and/or consequential damages including lost profits and income against the individual and Corporate Defendants, jointly and severally, in an amount to be determined at trial by a jury; disgorgement by the individual and Corporate Defendants of money and/or profits earned directly or indirectly by the unlawful use of Plaintiff’s name, likeness, image, portrait and/or appearance; punitive damages, attorneys' fees and costs, prejudgment and post-judgment interest, and preliminary and permanent injunctive relief

enjoining the individual and Corporate Defendants from engaging in further unauthorized use or publicization of the name, likeness, image, portrait, appearance or any disclosure of any purported fact about the Plaintiff, and/or such further relief that is just and proper.

**FOR A THIRTEENTH CAUSE OF ACTION**  
**PUBLIC NUISANCE**  
**(Individual and Corporate Defendants)**

151. Plaintiff Abruzzo hereby incorporates by reference each and every allegation set forth above as if fully alleged herein.

152. Nuisance law is based on the premise that every citizen holds his property subject to the implied obligation that he will use it in such a way as not to prevent others from enjoying the use of their property.

153. A nuisance is anything that works hurt, inconvenience, or damages; anything that essentially interferes with the enjoyment of life or property.

154. A public nuisance exists wherever acts or conditions are subversive of public order, decency, or morals, or constitute an obstruction of public rights.

155. Here, the individual and Corporate Defendants' conduct, course of conduct, portrayals, patterns, policies and practices are, at their very core, the distribution of hurt, inconvenience, damage, falsehoods about individuals appearing on Southern Charm who are not paid cast members, including the Plaintiff. It consists of the systematic deprivation and/or interference with the rights of those individuals to not be defamed and profit from the use of their name, likeness, or image, as well as the rights of the public in the accurate portrayal of the City of Charleston, surrounding locations, and their residents.

156. These deceptive, false, fraudulent, and otherwise damaging acts and/or practices engaged in by the individual and Corporate Defendants' culminate in the false and harmful

portrayal of all persons, scenarios, conflicts, and storylines of persons appearing on Southern Charm, including the Plaintiff, as “reality” or somehow based upon some actual fact about those individuals and/or Charleston and its residents.

157. These deceptive, false, fraudulent, and otherwise damaging acts and/or practices engaged in by the individual and Corporate Defendants’ are subversive of public order, decency, morals, and/or constitute an obstruction of public rights thereby constituting a public nuisance

158. Plaintiff’s right of publicity is a recognized property right that entitles him to the right to control the commercial use, to be free from unwarranted, unconsented, and/or fraudulent use of his identity, and to be compensated monetarily for such commercial use.

159. As a direct and proximate result of the individual and Corporate Defendants’ nuisance activities, Plaintiff property right of publicity has been injured, causing Plaintiff to incur special damages different in kind from what the public may sustain as a result of the false portrayal of the individuals and residents of Charleston by the television show Southern Charm. Plaintiff is entitled to a judgment granting actual, general, compensatory, incidental, and/or consequential damages including lost profits and income against the individual and Corporate Defendants, jointly and severally, in an amount to be determined at trial by a jury; disgorgement by the individual and Corporate Defendants of money and/or profits earned directly or indirectly by the unlawful use of Plaintiff’s name, likeness, image, portrait and/or appearance; punitive damages, attorneys’ fees and costs, prejudgment and post-judgment interest, and preliminary and permanent injunctive relief enjoining the individual and Corporate Defendants from engaging in further unauthorized or fraudulent use or publicization of the name, likeness, image, portrait, appearance or any disclosure of any purported fact about the Plaintiff, and/or such further relief that is just and proper.

**FOR A FOURTEENTH CAUSE OF ACTION**  
**PRIVATE NUISANCE**

**(Individual and Corporate Defendants)**

160. Plaintiff Abruzzo hereby incorporates by reference each and every allegation set forth above as if fully alleged herein.

161. A private nuisance is that class of wrongs that arises from the unreasonable, unwarrantable, or unlawful use by a person of his own property, personal or real.

162. Here, the individual and Corporate Defendants' conduct, course of conduct, portrayals, patterns, policies and practices demonstrate their use of their own personal, intellectual, and/or publicity rights is designed and in fact distributes hurt, inconvenience, falsehoods and damage to individuals appearing on Southern Charm who are not paid cast members, including the Plaintiff.

163. These deceptive, false, fraudulent, and otherwise damaging acts and/or practices engaged in by the individual and Corporate Defendants' culminate in the false and harmful portrayal of all persons, scenarios, conflicts, and storylines of persons appearing on Southern Charm, including the Plaintiff, as "reality" or somehow based upon some actual fact about those individuals and/or Charleston and its residents. It consists of the systematic deprivation and/or interference with the rights of those individual, including the Plaintiff, to their reputations and to profit from the use of their name, likeness, or image.

164. Plaintiff's right of publicity is a recognized property right that entitles him to the right to control the commercial use, and to be free from unwarranted, unconsented, and/or fraudulent use of his name, likeness, and/or identity, and to be compensated monetarily for such commercial use.

165. The individual and Corporate Defendants' continuing dissemination and false portrayal of the Plaintiff and his name, likeness, and/or identity through re-runs, internet streams,

and sales of episodes containing or referencing Plaintiff constitutes an ongoing and unreasonable, unwarrantable, and/or unlawful use by the individual and Corporate Defendants' own property at the expense of Plaintiff's property rights thereby constituting a private nuisance.

166. As a direct and proximate result of the individual and Corporate Defendants' nuisance activities, Plaintiff property right of publicity has been injured, causing Plaintiff to incur damages and special damages. Plaintiff is entitled to a judgment granting actual, general, compensatory, incidental, and/or consequential damages including lost profits and income against the individual and Corporate Defendants, jointly and severally, in an amount to be determined at trial by a jury; disgorgement by the individual and Corporate Defendants of money and/or profits earned directly or indirectly by the unlawful use of Plaintiff's name, likeness, image, portrait and/or appearance; punitive damages, attorneys' fees and costs, prejudgment and post-judgment interest, and preliminary and permanent injunctive relief enjoining the individual and Corporate Defendants from engaging in further unauthorized or fraudulent use or publicization of the name, likeness, image, portrait, appearance or any disclosure of any purported fact about the Plaintiff, and/or such further relief that is just and proper.

**FOR A FIFTEENTH CAUSE OF ACTION**  
**FRAUDULENT INDUCEMENT OF ARBITRATION**  
**AGREEMENT/UNCONSCIONABILITY OF ARBITRATION AGREEMENT**  
**(Individual and Corporate Defendants)**

167. Plaintiff Abruzzo hereby incorporates by reference each and every allegation set forth above as if fully alleged herein.

168. Upon the filing of Plaintiff's initial complaint, the Defendants collectively filed a motion to dismiss and for order compelling arbitration, which seeks to enforce a purported "Release and Arbitration Agreement."

169. The “Arbitration Agreement” is not signed by the individual Defendants, not signed by the Corporate Defendants, does not cover the torts alleged herein by the Plaintiff against either the individual or Corporate Defendants, nor is it enforceable as a matter of law by the Corporate Defendants against the Plaintiff or with respect to the individual Defendants.

170. As described herein, the contents of this “Arbitration Agreement” was never provided to Plaintiff; only bottom half of a single piece of paper containing a signature block was provided.

171. Plaintiff was induced to sign by the fraudulent representations made by the same Corporate Defendants who now seek to enforce this purported “Arbitration Agreement.”

172. The representations to Plaintiff Abruzzo made by the Corporate Defendants immediately prior to the filming as well as at the time the partial piece of paper was presented for signature and after filming while wrapping up, were false and material.

173. Moreover, given the substance and actual language of the “Arbitration Agreement” relied upon by the Defendants, the omission of representations at the time the signature block was presented and/or after filming regarding any purported waiver of the fundamental right to a jury trial or the release of rights or claims arising out of conduct, including intentional and illegal conduct, that no reasonable person would contemplate under the circumstances, Plaintiff Abruzzo included, constitutes fraud by omission.

174. The Corporate Defendants knew of the falsity of the statements/omissions or acted with reckless disregard of its truth or falsity.

175. The Corporate Defendants intended for Plaintiff Abruzzo to act upon these false representations/omissions.

176. Plaintiff Abruzzo was ignorant of the falsity of the representations/omissions, relied on the truth of the representations, and had the right to so rely.

177. The purported "Arbitration Agreement" is an adhesion contract that was only partially presented on a take it or leave it basis with terms that were not known or negotiable. Plaintiff, who does not watch reality television, had no reason to suspect the Defendants would purport to grant themselves the illegal and outrageous rights contained therein and, based upon the representations/omissions by the Corporate Defendants, understood the document to authorize the Defendants only to film the dinner with his then girlfriend, did not have counsel, nor could he have reasonably contemplated the need for counsel to allow the Corporate Defendants to simply film the dinner, and had no business concern with the filming of the dinner because he was not paid.

178. The terms of the "Arbitration Agreement" are intertwined with the remainder of the document and are unconscionable, illegal, unenforceable and void *ab initio* as against public policy and cannot be enforced by the court. It purports to grant the Corporate Defendants (not the individual Defendants) the right to defame, disparage, portray Plaintiff in a false light, make misrepresentations to Plaintiff and about Plaintiff to others, and to conceal or hide cameras and audio devices in areas which a person would have a reasonable expectation of privacy, among other things no person would reasonably expect to be found in any agreement, much less one that authorizes filming of a single dinner.

179. The purported "release" clause is so intertwined with the purported "arbitration" clause that they cannot be separated. The "release" language purports to release the Corporate Defendants from the aforementioned intentional torts as well as other intentional torts such as defamation, intentional infliction of emotional distress, and the rights of privacy and publicity

“regardless of whether caused by the negligence *or willful misconduct*” of the Corporate Defendants.

180. Yet, the agreement purports to require Plaintiff to maintain confidentiality regarding any information learned about the Corporate Defendants, including the agreement itself, in perpetuity and throughout the universe, and to refrain from making negative statements about the Corporate Defendant or otherwise infringing upon or violating the rights of any other person.

181. It further attempts to hold Plaintiff liable for the Corporate Defendants attorney fees and costs incurred in connection with a claim or lawsuit brought against them, even for intentional or willful misconduct, and purports to grant the Corporate Defendants the right to obtain injunctive relief from a court of competent jurisdiction (without posting bond) against Plaintiff if he were to disclose information about the Defendants, the agreement, or their tortious conduct or if he were to seek redress for any harm caused whatsoever by the Defendants, along with a liquidated damages payment of \$500,000 per alleged breach, plus disgorgement of any income received by Plaintiff connection with such alleged breach. Despite specifically granting the Corporate Defendants the right to injunctive relief, the “Arbitration Agreement” specifically purports to prohibit Plaintiff from seeking or obtaining injunctive relief, again while authorizing the Corporate Defendants to simultaneously engage in never ending and ongoing intentional torts, and at the same time attempting to bar Plaintiff from any legal redress for those torts.

182. The “arbitration” clause purports to require arbitration to be held in New York City when Plaintiff resides in Florida and Southern Charm is based in Charleston. The agreement further falsely represents that Plaintiff has had ample opportunity to read it (he did not, nor was he even presented the entire agreement much less the “arbitration agreement”), that he had the opportunity to review the agreement with an attorney (he did not, nor could he reasonably have

contemplated the need to do so based upon the representations to him and the circumstances then and there existing), and that he has in fact read the agreement (he did not as he was not even presented the entire agreement, much less the “arbitration agreement”).

183. Taken as a whole and individually, the “Release” clause and “Arbitration Agreement” are so intertwined that they cannot be separated. in essence purports to allow the Corporate Defendants to engage in any type of conduct whatsoever, including lying to and about the Plaintiff and committing illegal acts or intentional torts against the Plaintiff, while purporting to prohibit Plaintiff from taking any action whatsoever to prevent or repair the harm caused and even from discussing the “agreement” with anybody, at any place, at any time, in perpetuity, and “throughout the universe.” The terms are so one-sided and oppressive that no reasonable person would make them, Plaintiff included, and no fair and honest person would accept them.

184. As a direct and proximate result of the fraudulent conduct, representations, and/or omissions of the Corporate Defendants, Plaintiff has been injured and suffered damages. As a direct and proximate result of the fraudulent conduct, representations, and/or omissions of the Corporate Defendants, as well as the oppressive, unconscionable, illegal, unenforceable, and void as against public policy terms of the “Arbitration Agreement,” Plaintiff is entitled to an order declaring the “Arbitration Agreement” void *ab initio* and/or unenforceable, for judgment against the Defendants for actual, general, compensatory, incidental, and/or consequential damages, and punitive damages in a sufficient amount to deter such similar conduct by these Defendants or others; all of which to be determined by a jury.

**FOR A SIXTEENTH CAUSE OF ACTION**  
**FRAUDULENT INDUCEMENT OF RELEASE/UNCONSCIONABILITY OF RELEASE**  
**(Individual and Corporate Defendants)**

185. Plaintiff Abruzzo hereby incorporates by reference each and every allegation set forth above as if fully alleged herein.

186. Upon the filing of Plaintiff's initial complaint, the Defendants collectively filed a motion to dismiss and for order compelling arbitration, which seeks to enforce a purported "Release and Arbitration Agreement."

187. The "Arbitration Agreement" is not signed by the individual Defendants, not signed by the Corporate Defendants, does not cover the torts alleged herein by the Plaintiff against either the individual or Corporate Defendants, nor is it enforceable as a matter of law by the Corporate Defendants against the Plaintiff or with respect to the individual Defendants.

188. As described herein, the contents of this "release" was never provided to Plaintiff; only bottom half of a single piece of paper containing a signature block was provided.

189. Plaintiff was induced to sign by the fraudulent representations made by the same Corporate Defendants who now seek to enforce this purported "release."

190. The representations to Plaintiff Abruzzo made by the Corporate Defendants immediately prior to the filming as well as at the time the partial piece of paper was presented for signature and after filming while wrapping up, were false and material.

191. Moreover, given the substance and actual language of the "release" relied upon by the Defendants, the omission of representations at the time the signature block was presented and/or after filming regarding any purported waiver of the fundamental right to a jury trial or the release of rights or claims arising out of conduct, including intentional and illegal conduct, that no reasonable person would contemplate under the circumstances, Plaintiff Abruzzo included, constitutes fraud by omission.

192. The Corporate Defendants knew of the falsity of the statements/omissions or acted with reckless disregard of its truth or falsity.

193. The Corporate Defendants intended for Plaintiff Abruzzo to act upon these false representations/omissions.

194. Plaintiff Abruzzo was ignorant of the falsity of the representations/omissions, relied on the truth of the representations, and had the right to so rely.

195. The purported “release” is an adhesion contract that was only partially presented on a take it or leave it basis with terms that were not known or negotiable. Plaintiff, who does not watch reality television, had no reason to suspect the Defendants would purport to grant themselves the illegal and outrageous rights contained therein and, based upon the representations/omissions by the Corporate Defendants, understood the document to authorize the Defendants only to film the dinner with his then girlfriend, did not have counsel, nor could he have reasonably contemplated the need for counsel to allow the Corporate Defendants to simply film the dinner, and had no business concern with the filming of the dinner because he was not paid.

196. The terms of the “release” are intertwined with the remainder of the document and are unconscionable, illegal, unenforceable and void *ab initio* as against public policy and therefore cannot be enforced by the court. It purports to grant the Corporate Defendants (not the individual Defendants) the right to defame, disparage, portray Plaintiff in a false light, make misrepresentations to Plaintiff and about Plaintiff to others, and to conceal or hide cameras and audio devices in areas which a person would have a reasonable expectation of privacy, among other things no person would reasonably expect to be found in any agreement, much less one that authorizes filming of a single dinner.

197. The “release” language purports to release the Corporate Defendants from the aforementioned intentional torts as well as other intentional torts such as defamation, intentional infliction of emotional distress, and the rights of privacy and publicity “regardless of whether caused by the negligence *or willful misconduct*” of the Corporate Defendants.

198. Yet, the agreement purports to require Plaintiff to maintain confidentiality regarding any information learned about the Corporate Defendants, including the agreement itself, in perpetuity and throughout the universe, and to refrain from making negative statements about the Corporate Defendant or otherwise infringing upon or violating the rights of any other person.

199. It further attempts to hold Plaintiff liable for the Corporate Defendants attorney fees and costs incurred in connection with a claim or lawsuit brought against them, even for intentional or willful misconduct, and purports to grant the Corporate Defendants the right to obtain injunctive relief from a court of competent jurisdiction (without posting bond) against Plaintiff if he were to disclose information about the Defendants, the agreement, or their tortious conduct or if he were to seek any redress whatsoever for any harm caused by the Defendants, along with a liquidated damages payment of \$500,000 per alleged breach, plus disgorgement of any income received by Plaintiff connection with such alleged breach. Despite specifically granting the Corporate Defendants the right to injunctive relief, the “release” specifically purports to prohibit Plaintiff from seeking or obtaining injunctive relief, again while authorizing the Corporate Defendants to simultaneously engage in never ending and ongoing intentional torts, and at the same time attempting to bar Plaintiff from any legal redress for those torts.

200. The “release” further falsely represents that Plaintiff has had ample opportunity to read it (he did not, nor was he even presented the entire agreement much less the “arbitration agreement”), that he had the opportunity to review the agreement with an attorney (he did not, nor

could he reasonably have contemplated the need to do so based upon the representations to him and the circumstances then and there existing), and that he has in fact read the agreement (he did not as he was not even presented the entire agreement, much less the “arbitration agreement”).

201. Taken as a whole and individually, the “release” in essence purports to allow the Corporate Defendants to engage in any type of conduct whatsoever, including lying to and about the Plaintiff and committing illegal acts or intentional torts against the Plaintiff, while purporting to prohibit Plaintiff from taking any action whatsoever to prevent or repair the harm caused and even from discussing the “release” with anybody, at any place, at any time, in perpetuity, and “throughout the universe.” The terms are so one-sided and oppressive that no reasonable person would make them, Plaintiff included, and no fair and honest person would accept them.

202. As a direct and proximate result of the fraudulent conduct, representations, and/or omissions of the Corporate Defendants, Plaintiff has been injured and suffered damages. As a direct and proximate result of the fraudulent conduct, representations, and/or omissions of the Corporate Defendants, as well as the oppressive, unconscionable, illegal, unenforceable, and void as against public policy terms of the “release,” Plaintiff is entitled to an order declaring the “release” void *ab initio* and/or unenforceable, for judgment against the Defendants for actual, general, compensatory, incidental, and/or consequential damages, and punitive damages in a sufficient amount to deter such similar conduct by these Defendants or others; all of which to be determined by a jury.

**FOR A SEVENTEENTH CAUSE OF ACTION**  
**RESCISSION OF “RELEASE AND ARBITRATION AGREEMENT”**  
**(Individual and Corporate Defendants)**

203. Plaintiff Abruzzo hereby incorporates by reference each and every allegation set forth above as if fully alleged herein.

204. Upon the filing of Plaintiff's initial complaint, the Defendants collectively filed a motion to dismiss and for order compelling arbitration, which seeks to enforce a purported "Release and Arbitration Agreement."

205. The "Release and Arbitration Agreement" is not signed by the individual Defendants, not signed by the Corporate Defendants, does not cover the torts alleged herein by the Plaintiff against either the individual or Corporate Defendants, nor is it enforceable as a matter of law by the Corporate Defendants against the Plaintiff or with respect to the individual Defendants.

206. South Carolina law refuses to enforce contracts based on fraudulent conduct because a party should not retain the benefits of an agreement that he knowingly and intentionally entered into through deceptive means. Beyond the patent unfairness inherent in enforcing a contract induced through intentional fraud, giving legal effect to such a contract violates a fundamental principle of contract law: there must be a meeting of the minds. By its very nature, there can be no union of purpose where one party is intentionally deceiving the other through fraud.

207. It is well settled that if the party who signs a written contract in ignorance of its contents without reading it or having it read is induced to sign by conduct of the other party which amounts to actionable fraud, this gives the signer the right to avoid the contract as against him on the ground of fraud.

208. South Carolina law allows for a contract to be rescinded for a unilateral mistake when that mistake has been induced by fraud, deceit, misrepresentation, concealment, or imposition of the party opposed to rescission, or when the mistake is accompanied by very strong and extraordinary circumstances which would make it a great wrong to enforce the agreement. Further, a rescission of a contract is allowed when there is evidence of misrepresentation or concealment.

209. As described herein, the contents of this “Release and Arbitration Agreement” were never provided to Plaintiff; only bottom half of a single piece of paper containing a signature block was provided.

210. Plaintiff was induced to sign by the fraudulent representations made by the same Corporate Defendants who now seek to enforce this purported “Release and Arbitration Agreement.”

211. The representations to Plaintiff Abruzzo made by the Corporate Defendants immediately prior to the filming as well as at the time the partial piece of paper was presented for signature and after filming while wrapping up, were false and material.

212. Moreover, given the substance and actual language of the “Release and Arbitration Agreement” relied upon by the Defendants, the omission of representations at the time the signature block was presented and/or after filming regarding any purported waiver of the fundamental right to a jury trial or the release of rights or claims arising out of conduct, including intentional and illegal conduct, that no reasonable person would contemplate under the circumstances, Plaintiff Abruzzo included, constitutes fraud by omission.

213. The Corporate Defendants knew of the falsity of the statements/omissions or acted with reckless disregard of its truth or falsity.

214. The Corporate Defendants intended for Plaintiff Abruzzo to act upon these false representations/omissions.

215. Plaintiff Abruzzo was ignorant of the falsity of the representations/omissions, relied on the truth of the representations, and had the right to so rely.

216. The purported “Release and Arbitration Agreement” is an adhesion contract that was only partially presented on a take it or leave it basis with terms that were not known or

negotiable. Plaintiff, who does not watch reality television, had no reason to suspect the Defendants would purport to grant themselves the illegal and outrageous rights contained therein and, based upon the representations/omissions by the Corporate Defendants, understood the document to authorize the Defendants only to film the dinner with his then girlfriend, did not have counsel, nor could he have reasonably contemplated the need for counsel to allow the Corporate Defendants to simply film the dinner, and had no business concern with the filming of the dinner because he was not paid.

217. The terms of the “Release and Arbitration Agreement” are intertwined with one another so as to be inseparable and are unconscionable, illegal, unenforceable and void *ab initio* as against public policy and therefore cannot be enforced by the court. It purports to grant the Corporate Defendants (not the individual Defendants) the right to defame, disparage, portray Plaintiff in a false light, make misrepresentations to Plaintiff and about Plaintiff to others, and to conceal or hide cameras and audio devices in areas which a person would have a reasonable expectation of privacy, among other things no person would reasonably expect to be found in any agreement, much less one that authorizes filming of a single dinner.

218. The “Release and Arbitration Agreement” purports to release the Corporate Defendants from the aforementioned intentional torts as well as other intentional torts such as defamation, intentional infliction of emotional distress, and the rights of privacy and publicity “regardless of whether caused by the negligence *or willful misconduct*” of the Corporate Defendants.

219. Yet, the “Release and Arbitration Agreement” purports to require Plaintiff to maintain confidentiality regarding any information learned about the Corporate Defendants, including the agreement itself, in perpetuity and throughout the universe, and to refrain from

making negative statements about the Corporate Defendant or otherwise infringing upon or violating the rights of any other person.

220. It further attempts to hold Plaintiff liable for the Corporate Defendants attorney fees and costs incurred in connection with a claim or lawsuit brought against them, even for intentional or willful misconduct, and purports to grant the Corporate Defendants the right to obtain injunctive relief from a court of competent jurisdiction (without posting bond) against Plaintiff if he were to disclose information about the Defendants, the agreement, or their tortious conduct or if he were to seek any redress whatsoever for any harm caused by the Defendants, along with a liquidated damages payment of \$500,000 per alleged breach, plus disgorgement of any income received by Plaintiff connection with such alleged breach. Despite specifically granting the Corporate Defendants the right to injunctive relief, the “Release and Arbitration Agreement” specifically purports to prohibit Plaintiff from seeking or obtaining injunctive relief, again while authorizing the Corporate Defendants to simultaneously engage in never ending and ongoing intentional torts, and at the same time attempting to bar Plaintiff from any legal redress for those torts.

221. The “Release and Arbitration Agreement” further falsely represents that Plaintiff has had ample opportunity to read it (he did not, nor was he even presented the entire agreement much less the “arbitration agreement”), that he had the opportunity to review the agreement with an attorney (he did not, nor could he reasonably have contemplated the need to do so based upon the representations to him and the circumstances then and there existing), and that he has in fact read the agreement (he did not as he was not even presented the entire agreement, much less the “arbitration agreement”).

222. Taken as a whole and individually, the “Release and Arbitration Agreement” in essence purports to allow the Corporate Defendants to engage in any type of conduct whatsoever,

including lying to and about the Plaintiff and committing illegal acts or intentional torts against the Plaintiff, while purporting to prohibit Plaintiff from taking any action whatsoever to prevent or repair the harm caused and even from discussing the "Release and Arbitration Agreement" with anybody, at any place, at any time, in perpetuity, and "throughout the universe." The terms are so one-sided and oppressive that no reasonable person would make them, Plaintiff included, and no fair and honest person would accept them.

223. As a direct and proximate result of the fraudulent conduct, representations, and/or omissions of the Corporate Defendants, Plaintiff has been injured and suffered damages. As a direct and proximate result of the fraudulent conduct, representations, and/or omissions of the Corporate Defendants, as well as the oppressive, unconscionable, illegal, unenforceable, and void as against public policy terms of the "Release and Arbitration Agreement," Plaintiff is entitled to a rescission of the "Release and Arbitration Agreement," for judgment against the Defendants for actual, general, compensatory, incidental, and/or consequential damages, and punitive damages in a sufficient amount to deter such similar conduct by these Defendants or others; all of which to be determined by a jury.

**WHEREFORE**, the Plaintiff Abruzzo hereby requests the following relief:

- A. A jury trial;
- B. Actual, compensatory, consequential, special, and general damages against the Defendants, jointly and severally, in an amount not less than Ten Million Dollars (\$10,000,000.00);
- C. Treble damages for willful violations of the SC Unfair Trade Practice Act;
- D. Attorney's fees as provided by law;

- E. Punitive damages in an amount sufficient to deter the same or similar conduct as determined by a jury;
- F. Costs and fees taxed against the Defendants as permitted by law;
- G. Such other and further relief as the Court deems just, prudent, and proper.

Respectfully submitted,

s/ Aaron E. Edwards

Aaron E. Edwards  
Edwards Firm, LLC  
755 Johnnie Dodds Boulevard, Ste. #100  
Mt. Pleasant, South Carolina 29464  
(843) 375-2008 (phone)  
(843) 881-5899 (fax)

Jared Namm, Esq.  
The Berman Law Group, P.A.  
P.O. Box 272789  
Boca Raton, FL 33427  
Office: (561) 826-5200 ext. 257  
Fax: (561) 826-5201

ATTORNEYS FOR PLAINTIFF

Mt. Pleasant, South Carolina  
Dated: June 19, 2020

FORM 4

STATE OF SOUTH CAROLINA  
COUNTY OF Charleston  
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2020CP1000472

Joseph Abruzzo  
PLAINTIFF(S)

Bravo Media Productions Llc et al  
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:  See attached order (formal order to follow)  Statement of Judgment by the Court:

Defendant Bravo Media Productions LLC.'s Motion to Dismiss and Motion for order compelling arbitration are denied.

ORDER INFORMATION

This order  ends  does not end the case.  See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/30/2020 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

---



Charleston Common Pleas

**Case Caption:** Joseph Abruzzo VS Bravo Media Productions Llc , defendant, et al  
**Case Number:** 2020CP1000472  
**Type:** Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

Electronically signed on 2020-06-30 12:05:08 page 3 of 3

STATE OF SOUTH CAROLINA  
COUNTY OF Charleston  
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2020CP1000472

Joseph Abruzzo  
PLAINTIFF(S)

Bravo Media Productions Llc et al  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  
 Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:**  See attached order (formal order to follow)  Statement of Judgment by the Court:

The Defendant's Motion for Reconsideration is DENIED. A hearing is not necessary.

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/20/2020 .

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

---



Charleston Common Pleas

**Case Caption:** Joseph Abruzzo VS Bravo Media Productions Llc , defendant, et al  
**Case Number:** 2020CP1000472  
**Type:** Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

Electronically signed on 2020-07-20 15:33:01 page 3 of 3

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

The Honorable, Circuit Court Judge

Appeal No. 2020-001095

**RECEIVED**  
OCT. 23 2020  
SC Court of Appeals

Joseph Abruzzo, ..... Respondent,

v.


Bravo Media Productions LLC; Haymaker  
Media, Inc.; NBCUniversal Media, LLC;  
Comcast Corporation; Craig Conover; Chelsea  
Meissner; and Madison LeCroy, ..... Appellants.

**PROOF OF SERVICE**

I certify that I have served the Appellants' **Motion for Leave to Exceed Page Limitation** on Joseph Abruzzo, by emailing and depositing a copy of it in the United States Mail, postage prepaid, addressed to his attorney of record, as follows:

Aaron E. Edwards, Esq.  
Edwards Law Firm  
755 Johnnie Dodds Blvd., Suite 100  
Mount Pleasant, South Carolina 20464  
(843) 375-2008  
aaron@edwardsfirmllc.com

October 21, 2020

/s/Lisa Carducci   
Lisa Carducci  
Legal Assistant to Helen F. Hiser  
McANGUS GOUDELOCK & COURIE LLC  
735 Johnnie Dodds Blvd., Suite 200  
PO Box 650007  
Mount Pleasant, South Carolina 29465  
(843) 576-2900  
*Attorneys for Appellants*

# mgc

**Reply To**  
HELEN F. HISER  
Direct Dial: (843) 576-2930  
helen.hiser@mgclaw.com

October 21, 2020

**RECEIVED**

OCT 23 2020

**SC Court of Appeals**

**Via S.C. Courts E-Filing & U.S. Mail**

The Honorable Jenny Abbott Kitchings  
South Carolina Court of Appeals  
P.O. Box 11629  
Columbia, South Carolina 29211

RE: Joseph Abruzzo v. Bravo Media Productions LLC, Haymaker Media, Inc.,  
NBCUniversal Media, LLC, Comcast Corporation, Craig Conover,  
Chelsea Meissner, and Madison LeCroy  
Civil Action No.: 2020CP1000472 (Charleston)  
Carrier Claim No.: 170003678  
MGC File No.: 21162.20001  
Appeal No.: 2020-001095

Dear Ms. Kitchings:

Enclosed please find the original of Appellants' Motion for Leave to Exceed Page Limitation, and the Proof of Service in the above-referenced matter. We are serving counsel of record via email and U.S. Mail.

We will send our firm's check in the amount of \$50 for filing the motion via U.S. Mail with a copy of this letter.

If you have any questions, please do not hesitate to contact me.

Sincerely,  
McAngus Goudelock & Courie, LLC



Helen F. Hiser

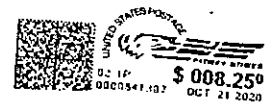
Enclosures

cc: Aaron E. Edwards, Esq. (via Email & U.S. Mail)

**McANGUS GOUDELICK & COURIE LLC**

735 JOHNNIE DODDS BLVD, STE 200  
POST OFFICE BOX 650007  
MT. PLEASANT, SC 29465

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WWW.MGCLAW.COM



**mgc**

POST OFFICE BOX 60207  
MT PLEASANT, SC 29545

**RECEIVED**  
OCT 23 2020  
SC Court of Appeals

21162.20001/HFH/mtb  
The Honorable Jenny Abbott Kitchings  
Clerk of Court  
South Carolina Court of Appeals  
P.O. Box 11629  
Columbia, South Carolina 29211